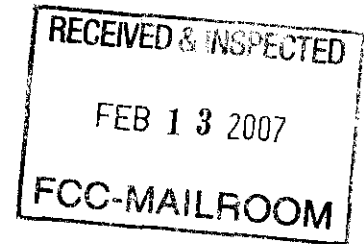


DOCKET FILE COPY ORIGINAL

Request for Review
01/30/2007

Request for Review
CC Docket No. 02-6
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Room TW-A325
Washington, DC 20554



Provide detailed contact information.

Dave Skogen (Skogen Educational Services)
13792 Olivewood Drive
Baxter, MN 56425
Phone: 218-829-3718
Fax: 218-829-3718
Email: dave_skogen@fed.k12.mn.us (preferred mode of contact)

Identify which USAC action you are appealing.

Administrator's Decision on Appeal
12/20/2006
Appeal
Billed Entity Name: Pillager School District 116
471 Application Number:
Billed Entity Number: 133957

Explain your appeal and include copies of all relevant documentation. The Funding Commitment Decision Explanation states: Consultant services were rendered prior to the signing of a consulting agreement or a letter of Agency, authorizing the consultant to act on your behalf.

Enclosed are agreements showing that I had consulting agreements active at the time of service. The original Letter of Agency was lost so we worked by using the contract dated 06/22/05. Then we thought we had better have a new letter of agency on hand so we renewed it on 02/12/2006. But I have had continuing contracts of service for 4 years. Enclose are contracts showing two years of continuous service and consulting agreements to show that I had agreements in place when services were rendered.

Provide an authorized signature on your letter of appeal when you file your appeal by mail, by express delivery service, by hand delivery, or by facsimile. When you file your appeal, you must include the name, title, telephone number, and e-mail, if available, of the authorized person.

Dave Skogen

A handwritten signature in black ink, appearing to be "Dave Skogen", written over a horizontal line.

No. of Copies rec'd 0
List ARCODE

Skogen Educational Services Consulting Contract

This agreement, made and entered into this day July 1, 2005, by and between Independent School District # 116 Pillager School District, hereinafter referred to as "the District" and Skogen Educational Services, hereinafter referred to as "SES".

Witnesseth, that the District does hereby request purchase of the following services from SES for the period of time effective July 1, 2005 through June 30, 2006.

SES will provide the School the following services:

Our E-rate services include:

- Assist, prepare and submit technology plan(s) to Minnesota Department of Education.
- Review your compliance with SLD requirements including CIPA (Children's Internet Protection Act)
- Prepare and submit the Request for Proposal (RFP) for services eligible for Erate discount.
- Prepare and submit Form 470-Description of Services Requested
- Coordinate the collection of bids from vendors and provide school administrators with comparison information for use in the decision making process.
- Assist with discount percentage determination.
- Prepare and submit Form 471-Services Ordered.
- Ensure Forms 470 and 471 are properly submitted within filing window and certified.
- Review Receipt Acknowledgement Letter for accuracy and submit corrections to SLD as needed.
- Communicate with SLD Program Integrity Assurance personnel as needed to ensure reviewers receive an accurate and timely response.
- Review Funding Commitment Decision Letter (FCDL) for accuracy. Prepare and submit appeal letters as needed.
- Prepare and submit Forms 486, 472 and 500 as necessary for collection of Erate discounts on behalf of the applicant.
- Prepare and submit appeal letters, Service Provider Identification Number (SPIN) change requests, service substitutions, change of invoicing mode, contact change letters, and other requests as needed to maximize your Erate discounts.
- Prepare and assist and submit the district with other state/federal funding if it becomes available (TARP).
- Prepare a checklist of tasks/timelines and plans of action for E rate activities.
- Meet with the FED Executive Director/designee as the District's liaison F2F minimally once 1) per month.

RECEIVED & INSPECTED

FEB 13 2007

FCC-MAILROOM

SES represents and warrants to the District that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. Appropriate insurance and verification thereof will be provided.

The following payment schedule will be made by the district to SES:

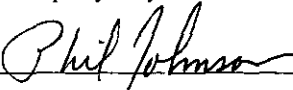
August 31, 2005	\$700.00
November 30, 2005	\$650.00
February 28, 2006	\$650.00
June 30, 2006	\$1,000.00

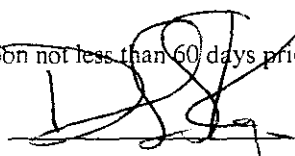
In the event the District shall not make payments in accordance with the section above, SES may, at its sole discretion, discontinue the services outlined within thirty (30) days following the date payment is due.

SES acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. SES shall not enter into any contract or commitment on behalf of the District. SES further acknowledges that it is not considered an affiliate or subsidiary of the District, and is not entitled to any of the District's employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

Upon termination of this Agreement, Consultant shall deliver all records, notes, data, memorandum, models, and equipment of any nature that are in Consultant's possession or under Consultant's control and that are Client's property.

Either party may terminate this Agreement for any reason upon not less than 60 days prior written notice delivered to the other.


District Representative


David Skogen (SES)

Skogen Educational Services

Consulting Contract

This agreement made and entered into this day July 1, 2006, by and between Independent School District #116 Pillager School District, hereinafter referred to as "the District" and Skogen Educational Services, hereinafter referred to as "SES".

Witnesseth, that the District does hereby request purchase of the following services from SES for the period of time effective July 1, 2006 through June 30, 2007.

SES will provide the School the following services:

Our Erate services include:

- Assist, prepare and submit the district technology plans.
- Review your compliance with SLD requirements including CIPA (Children's Internet Protection Act).
- Prepare and submit the Request for Proposal (RFP) for services eligible for Erate discount.
- Prepare and submit Form 470 - Description of Services Requested.
- Coordinate the collection of bids from vendors and provide school administrators with comparison information for use in the decision making process.
- Assist with discount percentage determination.
- Prepare and submit Form 471 - Services Ordered.
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- Prepare, assist and submit for the district other state/federal funding if it becomes available. (TARP)
- Prepare a checklist of tasks/timelines and plans of action for Erate activities.
- Meet with the FED Executive Director/designee as the District's liaison F2F minimally once per month

SES represents and warrants to the District that it has the experience and ability to perform the services required by this agreement; that it will perform said services in a professional, competent and timely manner, that it has the power to enter into and perform this agreement; and that its performance of this agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws.

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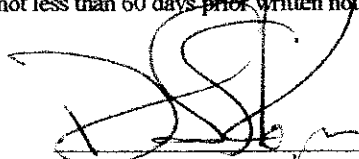
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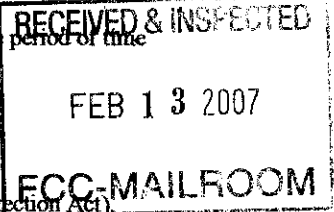
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Upon termination of this agreement, Consultant shall deliver all records, notes, data, memorandum, models, and equipment of any nature that are in Consultant's possession or under Consultant's control and are the client's property. Either party may terminate this Agreement for any reason upon not less than 60 days prior written notice delivered to the other.


District Representative


David Skogen (SES)



Letter of Agency for Funding Year 2006 - 2007

I hereby authorize Dave Skogen (Skogen Educational Services) to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the Pillager School District #116.

I understand that, in submitting these forms on our behalf, you are making certifications Pillager School District #116. By signing this Letter of Agency, I make the following certifications:

- (a) I certify that Pillager School District #116. are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- (b) I certify that our school district, has/have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- (c) I certify that our school district is covered by a technology plan(s) that is written, that covers all 12 months of the funding year, and that has been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service. The plan(s) is written at the following level(s): X an individual technology plan for using the services requested in this application; and/or higher-level technology plan(s) for using the services requested in this application; or no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.
- (d) I certify that the services the school district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500(et seq.).
- (e) I certify that our school district has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (f) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (g) I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- (h) I certify that I am authorized to order telecommunications and other supported services for the eligible entity covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

- (i) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (j) I certify, on behalf of the entities covered by this Letter of Agency, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. § 54.506(c).
- (k) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (l) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to [name of Consortium] for E-rate submission is true.

Name of Entity Pillager School District #116

Signature

Chuck Arns

Date: 02/12

200 6

Name:

01/10/06

Title: Superintendent

Re: Letter of Agency for Funding Year 2005 - 2006

I hereby authorize Dave Skogen (Skogen Educational Services) to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of Pillager School District #116

I understand that, in submitting these forms on our behalf, you are making certifications for Pillager School District #116. By signing this Letter of Agency, I make the following certifications:

- (a) I certify that schools in our district are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- (b) I certify that our school district, has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
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- (f) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (g) I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- (h) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47

U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

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- (l) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to [name of Consortium] for E-rate submission is true.

Name of Entity: Pillager School District #116

Signature: *Chuck Arns*

Date: *7/25/05*